

Remarks

Claims 1-9 are pending in the present application. Reconsideration and allowance are requested in view of the above amendments and the remarks below.

Claim 10 is rejected under 35 U.S.C. 101 because the claim is allegedly directed to non-statutory subject matter. This rejection is moot in view of the cancellation of claim 10.

Claims 1-10 are rejected under 35 U.S.C. 102(a) over Niwa (U.S. Patent No. 6,453,301). This rejection is defective because Niwa fails to disclose each and every feature of the claims as required by 35 U.S.C. 102(a).

First, it should be noted that the Examiner has not pointed out which specific features of Niwa allegedly correspond with each feature of the claimed invention. As such, it is difficult to properly interpret the Examiner's rejection. Accordingly, Applicants request clarification of the rejection under 35 U.S.C. 102(a) over Niwa.

Independent claim 1 recites:

"A method for sharing network access capacities between a master service provider, comprising at least one point of presence, and a client service provider, said method comprising the steps of:

- upon reception of an access request, including at least a subscriber identifier, a service provider identifier and a password, at said at least one point of presence:
- determining, according to said service provider identifier, if said access request comes from a subscriber of said master service provider or from a subscriber of said client service provider, said access request being rejected otherwise;

- if said access request comes from a subscriber of said master service provider,
 - determining, using said subscriber identifier and said password, if said subscriber is authorized to establish a connection; and,
 - if said subscriber is authorized, establishing a connection, else, rejecting said access request;
- else, if said access request comes from a subscriber of said client service provider,
 - determining if a new connection may be established for a subscriber of said client service provider; and,
 - if a new connection may be established, sending an authorization request, comprising at least said subscriber identifier and said password, to said client service provider, else, rejecting said access request;
- upon reception of an authorization acknowledgment, comprising said subscriber identifier, from said client service provider:
 - if said subscriber is authorized, establishing a connection
 - else, rejecting said access request."

The Examiner alleges in section 4 of the Office Action that the features of independent claim 1 are disclosed in Niwa (col. 1, lines 56-67; col. 2, lines 1-11; col. 3, lines 10-27; col. 6, lines 5-12; and col. 7, lines 27-51). However, nowhere in these cited section does Niwa disclose the claimed "master service provider," "client service provider," and the various steps carried out by the "master service provider" and "client service provider" upon receipt of an "access request."

Niwa is directed to a method of authorizing a commercial transaction between a customer and a provider of services over a network, and is completely silent with regard to the sharing of "network access capacities between a master service provider, comprising at least one point of presence, and a client service provider."

Regarding dependent claim 2, Niwa fails to disclose, among other features, “replacing said subscriber identifier and said password by a virtual subscriber identifier and a virtual password.”

Regarding dependent claim 3, Niwa fails to disclose “determining a duration of the connections established by subscribers of said client service provider.” The section of Niwa (col. 2, lines 45-59) relied on by the Examiner as allegedly teaching this feature is completely silent with regard to the determination of a number of simultaneous connections as claimed.

Regarding dependent claim 4, Niwa fails to disclose “determining a number of simultaneous connections established by subscribers of said client service provider.” The section of Niwa (col. 3, lines 10-27) relied on by the Examiner as allegedly teaching this feature is completely silent with regard to the determination of a number of simultaneous connections as claimed.

Regarding dependent claim 5, Niwa fails to disclose “determining if a new connection may be established ... based upon a number of ports allocated to said client service provider.” The section of Niwa (col. 3, lines 10-27) relied on by the Examiner as allegedly teaching this feature is completely silent with regard to the determination of whether a new connection may be established based on a number of ports allocated to client service provider as claimed.

Regarding dependent claim 6, Niwa fails to disclose “determining if a new connection may be established ... based upon a connection time threshold associated with said client service provider.” The section of Niwa (col. 4, lines

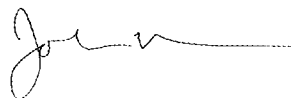
42-62) relied on by the Examiner as allegedly teaching this feature is completely silent with regard to the determination of whether a new connection may be established based on a connection time threshold associated with a client service provider as claimed.

Regarding dependent claims 7-8, Niwa fails to disclose the use of a RADIUS proxy and protocol, as well as the use of a "realm" as a service provider identifier.

Accordingly, because Niwa fails to disclose each and every feature of the claims as required by 35 U.S.C. 102(a), Applicants submit that all pending claims are allowable.

If the Examiner believes that anything further is necessary to place the application in condition for allowance, the Examiner is requested to contact Applicants' undersigned representative at the telephone number listed below.

Respectfully submitted,



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